
NEXUS COMMUNICATIONS, INC.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JUN 22 2002

**PURSUANT TO 807 KAR 5:011.
SECTION 9 (1)**

**BY Stephen Bell
SECRETARY OF THE COMMISSION**

ISSUE DATE:

EFFECTIVE DATE:

Steven Fenker, Vice President
Nexus Communications, Inc.
7830 North Central Drive, Suite C, Lewis Center, OH 43035

TITLE SHEETKENTUCKY TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for Telecommunications Services furnished by Nexus Communications, Inc., with principal offices at 7830 North Central Drive, Suite C, Lewis Center, OH 43035. This tariff applies for services furnished within the state of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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SECRETARY OF THE COMMISSION

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7830 North Central Drive, Suite C, Lewis Center, OH 43035

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other participating Carriers - None

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CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated on the bottom of the sheet.

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TARIFF FORMAT

A. Sheet Numbering - sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised sheet 14 cancels the third revised sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff sheet in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.I.
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D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular page is the most current page with the Commission.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

The following are the only symbols used for the purposes indicated below.

- D- Delete or Discontinue
- I- Change resulting in an increase to a customer's bill
- M- Moved from another Tariff location
- N- New
- R- Change resulting in a reduction to a customer's bill
- T- Change in text or regulation but no change in rate or charge

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions**

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access.

Company - Nexus Communications, Inc. ("Company"), unless the context indicates otherwise.

Commission - Kentucky Public Service Commission, unless context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Dedicated Access - The customer gains entry to the Company's services by a direct path from the customer's location to the company's point of presence.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Incumbent Local Exchange Company (ILEC) - Local exchange Carriers that are providing telephone exchange service in an area on the date of the enactment of the Telecommunications Act of 1996 and that are deemed to be members of the exchange Company association.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the customer place of business.

Resp. Org. - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Service or Services - The services covered by this Tariff shall include only the State of Kentucky.

Terminal Equipment - Telecommunications devices, apparatus, or their associated wiring, such as tele-printers, telephone, and data sets.

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ISSUE DATE:

BY STEVEN FENKER DATE: 6/22/02
SECRETARY OF THE COMMISSION

Steven Fenker, Vice President
Nexus Communications, Inc.
7830 North Central Drive, Suite C, Lewis Center, OH 43035

SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to local resale telecommunications services provided by Nexus for telecommunications between points within the State of Kentucky. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff.

Additionally, Nexus shall be responsible for the marketing practices of its contracted dealers and for their compliance with the Commission's rules. Nexus understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete local telecommunications traffic within the State of Kentucky.

In accordance with contractual agreements with Bell South, Nexus will provide intrastate telecommunication services in all Kentucky exchanges served by Bell South.

2.2 Limitations of Service

2.2.1 Customers or subscribers interested in the Company's services shall provide the Company all the required information during the application process which fully satisfies the Customer and identifies the services required.

2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

2.2.3 The services provided by Nexus are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

2.2.4 The Company reserves the right to limit the length of communications, to discontinue furnishing services, ~~public service commission~~ ^{PUBLIC SERVICE COMMISSION} service necessitated by conditions beyond its control including, but not limitation: lack of satellite or other transmission medium capacity; the revision, alteration or re-pricing of the Underlying Carrier's

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SECTION 9 (1)Steven Fenker, Vice President
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BY Steven Bill
SECRETARY OF THE COMMISSION

tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.3 Use of Service

2.3.1 Nexus's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.3

2.3.2 The use of Nexus's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.3.3 The use of Nexus's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.3.4 Nexus's services are available for use 24 hours per day, seven days per week. Nexus does not transmit messages, but the services may be used for that purpose.

2.3.5 Nexus's services may be denied for nonpayment of charges or for other violations of this tariff.

2.3.6 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.3.7 The customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.4 Liability of the Company

2.4.1 The Company shall not be liable for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided, if caused by the Underlying Carrier, and act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control. The liability of the Company, if any, under the Tariff shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service or the facility provided.

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which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount a month is considered to have 30 days. In no event will Company be liable for any indirect, consequential or special damages, or for any lost profits, even if advised of the possibility of the same.

2.4.2 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.4.3 Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:

A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff;

B. connecting, combining, or adapting the ILEC's facilities with Customer's apparatus or systems;

C. any act of omission by the Customer; or

D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

2.4.4 No agent or employee of any other Company shall be deemed to be an agent or employee of the Company.

2.4.5 COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.5 Interruption of Service

2.5.1 Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

2.5.2 Without incurring liability, upon ten (10) working days, defined as any day on which the company's business office is open and U. S. Mail is delivered, written notice to the Customer, Nexus may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.2.A For non-payment of any sum due Nexus for more than twenty (20) days after issuance of the bill for the amount due,

2.5.2.B For violation of any of the provisions of this tariff,

2.5.2.C For violation of any of the provisions of this tariff, For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Nexus's services, or

2.5.2.D By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting Nexus from furnishing its services.

2.5.3 Without incurring liability, Nexus may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff operation of Customer and Nexus's equipment and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.4 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. **PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE**

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SECRETARY OF THE COMMISSION

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2.6 Responsibility of the Customer

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the ILEC'S facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

A. Customer is responsible for placing orders for service, paying all charges for service rendered by Company, and complying with Company's regulations governing the service. Customer is also responsible for assuring that its users comply with Commission regulations.

B. When placing an order for service. Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).

2.7 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the ILEC, pursuant to a resale agreement with Company, shall be made available to the ILEC and/or Company, as needed, for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.8 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned and provided by the ILEC, pursuant to an Interconnection Agreement with Company, and billed for, by Company.

2.8.1 Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer.

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2.8.2 Customer shall notify Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of the Customer, or in wiring or equipment connected to the terminal.

2.8.3 Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:

- A. interruptions of service resulting from the ILEC performing routine maintenance;
- B. interruptions of service for implementation of a Customer order for a change in the service;
- C. interruptions caused by negligence of Customer or his authorized user; or
- D. interruptions of service because of the failure of service or equipment provided by the Customer, authorized user, or other Company's, other than the ILEC whose services are being resold.

2.9 Deposit

The Company does not require deposits.

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon the same date each month.

2.10.2 The customer is responsible for payment of all charges for services furnished to the customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in advance.

2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted and therefor is not received by the Company in writing within such limitation period.

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2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, attorneys' fees, collection agency fees or payments and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the court.

2.12 Taxes

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes, including sales taxes, use taxes, gross receipts taxes and municipal utilities taxes, federal subscriber line charges, assessed in conjunction with service used.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1 Computation of Charges**

The total monthly charges for basic local service, with additional charges for custom calling features when applicable, is a fixed monthly amount and entitles subscribers to an unlimited number of calls to all exchange access lines within the local calling area.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

7830 North Central Drive
Suite C
Lewis Center, OH 43035
1-866-392-7123

Any objection to billed charges should be reported promptly to Nexus. Adjustments to Customers' bills shall be made to the extent that records are available and/ or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. If over-billing of a subscriber occurs, due to either Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over-billed. In the event that the Company willfully overcharged any Customer, the Company shall refund the difference plus interest as prescribed by the Commission.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

Kentucky Public Service Commission
P.O. Box 615
211 Sower Blvd.
Frankfort, Kentucky 40602-0615
1-800-772-4636

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3.3 Level of Service

A customer can expect end-to-end network availability of not less than 99% at all times for all services.

3.4 Service Offerings

Nexus offers local service only and restricts all 1+ dialing. Additionally, Nexus employs the use of customized code restrictions which permit local calls, non-chargeable calls such as repair service, emergency numbers (911) and 800 calling. Types of calls that are restricted are 0-, 0+, DDD 1+, 1+900, 1+555-1212 and 1+NPA-555-1212, 411, 976, 1DDDO1 and IDDDO1+. The Company shall not be liable to any person for damages of any nature or kind arising out of, resulting from, or in connection with the provision of Customized Code Restrictions.

3.4.1 Emergency Call Handling Procedures

Emergency 911 calls are not routed to Company but are completed through the local network at no charge.

3.4.2 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations. All promotional offerings will receive Commission approval prior to commencement of such offerings.

3.4.3 Universal Service Fund Assessment & Pre-subscribed Interexchange Carrier Charge

The Customer will not be assessed a monthly Federal Universal Service Fund but will be assessed a Kentucky Universal Service Fund contribution charge on any intrastate telecommunication service.

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SECTION 4 - RATES AND CHARGES

4.1 Basic Local Service

4.1.1 Monthly Standard Service Fee

\$49.95

4.1.2 Application Processing Fee (one time charge)

\$60.00

4.2 CALL WAITING

\$10.00 per month

4.3 CALLER ID

\$10.00 per month

4.4 "3 WAY" CALLING

\$10.00 per month

4.5 UNPUBLISHED NUMBER

\$5.00 per month

4.6 TRANSFER (one time charge)

\$30.00

4.7 NUMBER CHANGE (one time charge)

\$30.00

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NEXUS COMMUNICATIONS, INC.
7830 North Central Drive, #C
Lewis Center, OH 43035
1-866-392-7123

STATEMENT

Robert Smith
411 Main Street
Columbus, OH 43229

Account No.	Bill Due By	Total Due	Amount Enclosed
101	5/16/2002	\$114.76	

Please remit top portion with your payment.

INVOICE / DATE PERIOD	QTY	DESCRIPTION	CHARGES & CREDITS	AMOUNT
10007246				
05/01/2002 - 05/31/2002	1	614-291-7420	Home Phone Service	39.95
05/01/2002 - 05/31/2002	1	614-291-7420	Call Waiting	10.00

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IMPORTANT

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Disconnection Of Service Will Require A \$30 Deposit

BY Stanley Bell
SECRETARY OF THE COMMISSION

CURRENT CHARGES ARE
DUE BY DATE PRINTED
BELOW.

PAST DUE BALANCE IS DUE
IMMEDIATELY TO AVOID
DISCONNECTION

Billing
Summary

Account No.	Closing Date	Bill Due By
10165	5/01/2002	5/16/2002

Aging
Summary

Less 30 Days	Over 30 Days	Over 60 Days	Over 90 Days
57.38	57.38	0.00	0.00

Previous Balance	114.76
Credit Applied	57.38
Current Charges	49.95
Fed. Access Chrg.	5.00
9-1-1 Syst.	0.12
Fed Univ Svc Fee	0.36
Loc Num Port	0.28
Federal@3%	1.67
TOTAL DUE	114.76

billing questions?

The above due date is identical every month, providing you with a full 30 day billing cycle. Any overage incurred on directory assistance, call completion or any other usage based services must be paid in order to continue the use of such services.

We Sincerely Appreciate Your Business